

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 19 TO LEASE NO. GS-11P-LDC02092
ADDRESS OF PREMISES: Techworld Plaza II 801 Eye Street NW Washington, DC 20536	PDN Number: N/A

THIS AMENDMENT is made and entered into between **TMG 801 EYE STREET, LLC**

whose address is: c/o Meridian Group, LLC
 3 Bethesda Metro Center
 Suite 610
 Bethesda, MD 20814-5330

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to incorporate the following modifications to the existing Lease terms.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended to reflect a three year extension, effective **January 1, 2019**, as follows:

A. PREMISES:

The Government leases from TMG 801 Eye Street, LLC ("Lessor") approximately 104,934 BOMA Rentable Square Feet (BRSF) equivalent to 96,557 ANSI/BOMA Office Area Square Feet (ABOA SF) of office and related space and consisting of a portion of the 1st floor (1,406 BRSF / 1,222 ABOA SF), the entire 6th and 7th floors (26,853 BRSF / 24,750 ABOA SF) each, a portion of the 8th floor (21,580 BRSF / 19,853 ABOA SF), the entire 9th floor (28,242 BRSF / 25,982 ABOA SF), rights for 2 rooftop antennae, and Six (6) reserved parking spaces in the building known as Techworld Plaza II, located at 801 Eye Street, NW, Washington, DC.

B. TERM:

Per this LA, the Lease term shall be for three (3) years firm, beginning January 1, 2019 through December 31, 2021. This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
 Name: Gary Block
 Title: Managing Director
 Entity Name: TMG 801 Eye Street, LLC
 Date: 12/19/17

FOR THE GOVERNMENT:

Signature: (b) (6)
 Name: Sylvia H. Nicolas
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: JAN 11, 2018

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
 Name: Tom Boylan
 Title: Vice President
 Date: 12/19/17

C. ANNUAL RENT:

Effective as of January 1, 2019, the Government shall pay the Lessor annual rent of \$4,820,667.96 (\$45.94 per BRSF or approximately \$49.93 per ABOA SF) payable at the rate of \$401,722.33 per month in arrears. Rent for a lesser period shall be prorated. This annual rent does not include any Building Security Amortized Capital (BSAC) or Tenant Improvement Allowance (TIA). No new TIA or BSAC shall be required during the extended Lease term.

D. OPERATING COSTS:

Effective January 1, 2019, the Operating Costs base, inclusive of fees for daytime cleaning, shall be reset to be the same amount for Operating Costs calculated by processing the 2018 CPI due on January 1, 2018. In accordance with Section 4.3 of SFO #09-007, the first CPI adjustment for the Operating Costs shall be due on January 1, 2020, and shall be calculated using the reset base, by comparing the CPI index published for the month of December 2019 to the index published for the month of December 2018.

E. REAL ESTATE TAXES:

For the purpose of Tax Adjustments in accordance with Paragraph 4.2 of SFO #09-007, the Government's percentage of occupancy of the building shall continue to be 35.90% (based on 104,934 RSF / 292,051 RSF). Per this Lease Amendment, the base for real estate taxes shall remain the same as the tax base year established during the initial term as Tax Year 2010, in the amount of \$2,073,400.00 for the entire building.

F. BROKER COMMISSION AND COMMISSION CREDIT:

Jones Lang LaSalle Americas, Inc. ("Broker") is the authorized real estate broker representing Government in connection with this lease transaction. The Lessor and the Broker have agreed to a cooperating lease commission of (b) (4) of the total aggregate value over the firm term this lease extension. The total amount of the commission is (b) (4) and is earned upon execution of this Lease Amendment. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. Only (b) (4) of the commission is payable to Broker with the remaining (b) (4) which is the Commission Credit credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit.

The Commission Credit of (b) (4) shall be applied against the rent due to the Lessor for the month of January 2019.

G. ACCEPTANCE OF EXISTING CONDITIONS:

The Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease and General Clauses.

All other terms and conditions of the lease shall remain in force and effect. In the event of a conflict between this Lease Amendment and any other documents that comprise the Lease, this Lease Amendment shall govern.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

INITIALS:



LESSOR

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